


|  |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
|--|---------------------|---|--|---|--|-------|---------------------|-------------|------------------|-------------|------------|-------------|----------|-----------------|---------|---------------|-----------|--------------|---------|-------------|------|----------------|---------|----------------------|------------|--------------------|------------|----------|---------|
| <b>INVITATION TO BID</b><br><br>STATE OF LOUISIANA<br>DIVISION OF ADMINISTRATION<br>OFFICE OF STATE PURCHASING   |                     |    |  | <b>BIDS WILL BE PUBLICLY OPENED:</b><br><br><div style="font-size: 1.2em; font-weight: bold;">JAN 05, 2010      10:00 AM</div><br><br>PURCHASING AGENCY NO. :    107001 |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| =====> <b>VENDOR NO. :</b><br><b>SOLICITATION :</b> 2237828<br><b>FILE NO. :</b><br><b>OPENING DATE :</b> 01/05/10<br><br><div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>  |                     | <b>SEE NO. 8 BELOW. RETURN BID TO</b><br><div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2237828</span> <span>01/05/10</span> </div> <div style="margin-top: 10px;"> <b>OFFICE OF STATE PURCHASING</b><br/> <b>OFFICE OF STATE PURCHASING</b><br/> <b>POST OFFICE BOX 94095</b><br/> <b>BATON ROUGE, LA 70804-9095</b> </div> <div style="margin-top: 20px;"> <table style="width: 100%;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: NICK CASCIO, CPPB</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8067</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 12/08/09</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 107001</td> </tr> </table> <div style="text-align: right;">FOLD HERE--&gt;</div> <div style="margin-top: 5px;"> <b>OFFICE OF STATE PURCHASING</b> </div> <table style="width: 100%;"> <tr> <td>AGENCY REQ. NO.</td> <td>: _____</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1329446</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: _____</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 10</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 76090</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 02/01/10</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 01/31/11</td> </tr> <tr> <td>T-NUMBER</td> <td>: 92660</td> </tr> </table> </div> |  |   |  | BUYER | : NICK CASCIO, CPPB | BUYER PHONE | : (225) 342-8067 | DATE ISSUED | : 12/08/09 | REQ. AGENCY | : 107001 | AGENCY REQ. NO. | : _____ | ISIS REQ. NO. | : 1329446 | VENDOR PHONE | : _____ | FISCAL YEAR | : 10 | CLASS/SUBCLASS | : 76090 | SCHEDULED BEGIN DATE | : 02/01/10 | SCHEDULED END DATE | : 01/31/11 | T-NUMBER | : 92660 |
| BUYER  | : NICK CASCIO, CPPB |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| BUYER PHONE  | : (225) 342-8067    |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| DATE ISSUED  | : 12/08/09          |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| REQ. AGENCY  | : 107001            |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| AGENCY REQ. NO.  | : _____             |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| ISIS REQ. NO.  | : 1329446           |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| VENDOR PHONE   | : _____             |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| FISCAL YEAR  | : 10                |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| CLASS/SUBCLASS   | : 76090             |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| SCHEDULED BEGIN DATE   | : 02/01/10          |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| SCHEDULED END DATE   | : 01/31/11          |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| T-NUMBER   | : 92660             |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <b>FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</b>  |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <i>INDUSTRIAL EQUIPMENT, PARTS AND ACCESSORIES, HITACHI BRAND NAME</i>   |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <b>TO BE COMPLETED BY VENDOR</b>   |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.<br>2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.<br>3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.<br>4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.<br>5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).   |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <b>INSTRUCTIONS TO BIDDERS</b>   |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.<br>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.<br>3. THIS BID IS TO BE MANUALLY SIGNED IN INK. <span style="float: right;">FOLD HERE--&gt;</span><br>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.<br>5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ .<br>6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.<br>7. DESIRED DELIVERY: _____ 090DAYS ARO<br>8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.<br>9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.<br>10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. |                     |   |  |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <b>VENDOR PHONE NUMBER:</b><br><b>FAX NUMBER:</b>  |                     | <b>TITLE</b>  |  | <b>DATE</b>   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |
| <b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b><br><b>(MUST BE SIGNED)</b>   |                     |   | <b>NAME OF BIDDER</b><br><b>(TYPED OR PRINTED)</b> |   |  |       |                     |             |                  |             |            |             |          |                 |         |               |           |              |         |             |      |                |         |                      |            |                    |            |          |         |

| STANDARD TERMS & CONDITIONS   |  | INVITATION TO BID |           |
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| <p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE:<br/>NA<br/>NA<br/>NA</p> <p>13. BID FORMS.<br/>ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none"><li>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;</li><li>B. BID FILLED OUT IN PENCIL; AND</li><li>C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</li></ul> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY.<br/>ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION.<br/>BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING.<br/>BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS.<br/>THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES .<br/>UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES.<br/>BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES.<br/>VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> |  |                   |           |

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| <p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol> |  |                   |           |

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1

BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
 OFFICE OF STATE PURCHASING  
 P O BOX 94095  
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
 CLAIBORNE BUILDING, SUITE 2-160  
 1201 NORTH THIRD STREET  
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

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 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
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**\*\*ATTENTION:\*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:  
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)  
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2

TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3

VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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| <p>4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.</p> <p>5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>9 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER SHOULD SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</p> <p>10 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF</p> |  |                   |           |

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| <p>1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>11 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE?    YES_____</p> <p>SPECIFY LINE NUMBER(S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____</p> <p>_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE?    YES_____      NO_____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____      NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>12      **** PLEASE NOTE - ACTION NEEDED IN THIS CLAUSE HAS CHANGED****<br/>*****<br/>COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT</p> |  |                   |           |



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THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

20 CONTRACT PERFORMANCE EVALUATION  
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://www.doa.la.gov/osp/onlineforms/submit/contrperformance.pdf) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

21 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

22 BIDDERS SHOULD SUBMIT WITH THEIR BID RESPONSE THE MOST RECENT PUBLISHED COMMERCIAL PRICE LIST AND THEIR GSA PRICE SCHEDULE (IF ONE EXISTS) COVERING ALL ITEMS BID. IN THE EVENT THAT A PRINTED PUBLISHED PRICE LIST IS NOT AVAILABLE, A TYPED, SIGNED AND NOTARIZED LIST OF PRICES COVERING ALL ITEMS BID SHOULD BE SUBMITTED. IF NOT SUBMITTED WITH THE BID, THIS INFORMATION SHALL BE PROVIDED WITHIN TEN (10) DAYS OF THE REQUEST. PRICES BID MAY NOT EXCEED THE COMMERCIAL PRICE LIST OR GSA PRICES IN ORDER FOR THE ITEM(S) TO BE AWARDED. ANY TERMS AND CONDITIONS CONTAINED IN THE PUBLISHED PRICE LIST OR GSA PRICE LIST WILL NOT BE APPLICABLE TO THE STATE'S CONTRACT UNLESS SPECIFICALLY STATED.

23 MINIMUM ORDER IS ONE HUNDRED DOLLARS (\$100.00).

24 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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BIDDER SIGNATURE

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| <p>25 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS FOR EACH TYPE OF EQUIPMENT, ACCESSORIES AND PARTS AS DEEMED IN THE BEST INTEREST OF THE STATE.</p> <p>THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.</p> <p>26 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>27 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING FEBRUARY 1, 2010 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JANUARY 31, 2011.</p> <p>28 BRAND NAME CONTRACTS ARE EXPECTED TO HAVE \$20,000 USAGE ANNUALLY. THIS USAGE AMOUNT MAY BE WAIVED IN WHOLE OR IN PART DUE TO EXTENUATING CIRCUMSTANCES, IN THE STATE'S BEST INTEREST. THE OFFICE OF STATE PURCHASING WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.</p> <p>SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.</p> |  |                   |           |

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GENERAL CONDITIONS FOR INDUSTRIAL EQUIPMENT (LIMITED)

DESIGN: ALL INDUSTRIAL EQUIPMENT LESS THAN 20,000 LBS. AND NOT EXCEEDING \$84,999 NET COST PER UNIT, AS DEFINED UNDER "SPECIAL CONDITIONS" SHALL BE NEW MODELS THAT ARE IN CURRENT PRODUCTION. ALL UNITS SHALL BE COMPLETE WITH ALL NECESSARY OPERATING COMPONENTS AND ACCESSORIES CUSTOMARILY FURNISHED, TOGETHER WITH SUCH MODIFICATIONS AS NECESSARY TO ENABLE THE EQUIPMENT TO FUNCTION RELIABLY AND EFFICIENTLY IN SUSTAINED OPERATION. THE UNIT AND ALL ALLIED EQUIPMENT SHALL BE DESIGNED TO PERMIT READY ACCESSIBILITY FOR MAINTENANCE PURPOSES WITH MINIMAL DISTURBANCE OF OTHER COMPONENTS OR ASSEMBLIES. THE TERM "HEAVY DUTY" AS USED TO DESCRIBE AN ITEM, SHALL BE DEFINED TO MEAN IN EXCESS OF THE USUAL QUALITY OR CAPACITY THAT IS NORMALLY SUPPLIED WITH THE STANDARD PRODUCTION ITEM. WHERE STANDARD EQUIPMENT IS ORDERED, ITEMS LESS THAN STANDARD EQUIPMENT WILL NOT BE ACCEPTED.

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NOTICE: THIS CONTRACT CONTAINS SEVERAL PROVISIONS THAT HAVE NOT BEEN INCLUDED IN ANY PREVIOUS EQUIPMENT TYPE CONTRACT. BIDDERS ARE CAUTIONED TO READ ALL SECTIONS OF THIS INVITATION FOR BID CAREFULLY.  
\*\*\*\*\*

EMISSION CONTROLS: ALL MOTORIZED INDUSTRIAL EQUIPMENT SHALL COMPLY WITH THE REGULATIONS OF THE ENVIRONMENTAL PROTECTION AGENCY GOVERNING CONTROL OF AIR POLLUTION FROM NEW INDUSTRIAL EQUIPMENT ENGINES IN EFFECT ON THE DATE OF MANUFACTURE.

COOLING SYSTEM: SHALL BE MANUFACTURER'S STANDARD EQUIPMENT FOR THE MODEL(S) ORDERED. COOLING SYSTEM DESIGN AND CAPACITY SHALL MAINTAIN THE ENGINE AT OPTIMUM SAFE TEMPERATURE UNDER ALL OPERATING CONDITIONS WITHOUT ANY LOSS OF COOLANT OR OVERHEATING OF THE ENGINE AND COMPONENTS.

INVOICES/PAYMENTS: INVOICE DATES SHALL COINCIDE WITH THE DATE OF DELIVERY OF THE EQUIPMENT. TERMS ARE NET 30 DAYS AND WILL NOT COMMENCE UNTIL THE DIVISION OF ADMINISTRATION/USER AGENCY ACCEPTS THE EQUIPMENT AS FULLY COMPLYING WITH PURCHASE/RELEASE ORDERS. VENDOR WILL BE REQUIRED TO ISSUE AFFIDAVITS CORRECTING INVOICE DATES TO COINCIDE WITH THE RE-DELIVERY DATE OF REJECTED EQUIPMENT. POLITICAL SUBDIVISIONS WILL SEND THEIR PURCHASE ORDERS DIRECTLY TO THE VENDOR. STATE PURCHASING WILL NOT ISSUE THE PURCHASE ORDERS FOR POLITICAL SUB-DIVISIONS. EQUIPMENT ORDERED BY POLITICAL SUBDIVISIONS FROM THIS CONTRACT SHOULD BE PAID FOR AT TIME OF DELIVERY AND ACCEPTANCE BY A REPRESENTATIVE OF THE AGENCY THAT ISSUED THE PURCHASE ORDER.

TAXES: IN ACCORDANCE WITH ACT NO. 1029 OF THE 1991 LOUISIANA REGULAR LEGISLATIVE SESSION, STATE AGENCIES, BOARDS, AND COMMISSIONS ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES EFFECTIVE SEPTEMBER 1, 1991. ALL AD VALOREM TAXES SHALL BE THE RESPONSIBILITY OF THE VENDOR. NO AD VALOREM TAXES MAY BE CHARGED ON OPTIONAL EQUIPMENT TO BE ADDED TO THE BASE INDUSTRIAL APPARATUS AT A LATER DATE.

METHOD OF AWARD: IT IS THE STATE OF LOUISIANA'S INTENTION TO AWARD THIS CONTRACT TO THE BIDDER OFFERING THE STATE THE GREATEST DISCOUNT OFF THE MANUFACTURER'S CURRENT PUBLISHED PRICE LIST, WHETHER THE

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| <p>BIDDER IS THE MANUFACTURER, OR A DISTRIBUTOR FOR THE BRAND OF INDUSTRIAL EQUIPMENT LISTED FOR EACH LINE.</p> <p>A COST MODEL MAY BE USED TO EVALUATE THE OVERALL LOW BIDDER TO MAKE AN AWARD AS DEFINED ABOVE. THIS COST MODEL WILL BE AVAILABLE, UPON REQUEST, AT OR AFTER THE BID OPENING DATE AND TIME.</p> <p>ASSIGNMENTS: NO CONTRACT, OR PURCHASE ORDER, OR PROCEEDS THEREOF MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT WRITTEN CONSENT OF THE COMMISSIONER OF ADMINISTRATION.</p> <p>DELIVERY: BIDDERS ARE CAUTIONED THAT EXCESSIVE DELIVERY SCHEDULES AS DETERMINED BY THIS DIVISION, MAY BE CAUSE FOR NON AWARD. THE STATE EXPECTS THAT THE DELIVERY SCHEDULE OFFERED HEREIN TO BE FIRM AND FULLY EXPECTS COMPLIANCE WITH THE STATED DELIVERY SCHEDULE. FAILURE OF THE CONTRACTOR TO MEET STATED DELIVERY SCHEDULES MAY BE CAUSE FOR REMOVAL FROM THE CONTRACT.</p> <p>PARTS DELIVERY: IT IS EXPECTED THAT THE DELIVERY OF REPLACEMENT PARTS SHOULD NOT EXCEED THREE (3) WORKING DAYS A.R.O.</p> <p>PLEASE NOTE: VENDORS RESPONDING TO THIS REQUEST FOR BID MUST UNDERSTAND THAT THE UNITS ORDERED SHALL BE DELIVERED FOB AGENCY'S DOCK, TO THE AGENCY'S SPECIFIED LOCATION WITHIN THE STATE OF LOUISIANA. CONTRACT PRICES SHALL INCLUDE ALL PREPARATION AND TRANSPORTATION CHARGES. NO ADDITIONAL CHARGES WILL BE ALLOWED. BID PRICE SHALL REFLECT ANY, AND ALL, ANTICIPATED EXPENSES REQUIRED TO DELIVER UNIT(S)</p> <p>ALL UNITS SHALL BE DELIVERED FULLY SERVICED AND READY FOR USE AND WILL BE ACCEPTED IN ACCORDANCE WITH INDIVIDUAL PURCHASE ORDERS. THE VENDOR SHALL BE REQUIRED TO MAKE ANY NECESSARY ADJUSTMENTS OR INSTALL OMITTED EQUIPMENT PRIOR TO ACCEPTANCE OF THE UNIT(S). NO FACILITIES OR PERSONNEL WILL BE PROVIDED BY THE STATE TO HANDLE ANY MAKE-READY ADJUSTMENTS, OR EQUIPMENT INSTALLATIONS.</p> <p>BID OPENING: IT SHALL BE SPECIFICALLY AGREED AND UNDERSTOOD THAT ALL BIDDERS MAY ATTEND THE BID OPENING BUT NO OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED BY INTERESTED PARTIES WITHIN SEVENTY-TWO (72) HOURS AFTER BID OPENING.</p> <p>WITHDRAWAL REQUESTS: BIDS CONTAINING PATENTLY OBVIOUS, UNINTENTIONAL, AND SUBSTANTIAL MECHANICAL, CLERICAL, OR MATHEMATICAL ERRORS MAY BE WITHDRAWN BY THE BIDDER ONLY IF CLEAR AND CONVINCING WRITTEN EVIDENCE OF SUCH ERROR IS FURNISHED TO THE DIRECTOR OF STATE PURCHASING WITHIN SEVENTY-TWO (72) HOURS OF THE BID OPENING, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. SUCH ERRORS MUST BE CLEARLY SUPPORTED BY OBJECTIVE EVIDENCE DRAWN FROM INSPECTION OF THE ORIGINAL WORK PAPERS, DOCUMENTS, OR MATERIALS USED IN THE PREPARATION OF THE ITEM(S) REQUESTED TO BE WITHDRAWN. IF DETERMINED BY THE DIRECTOR OF STATE PURCHASING THAT THE ERRORS ARE SUBSTANTIATED AND THAT THE BID WAS SUBMITTED IN GOOD FAITH, THE WITHDRAWAL SHALL BE ALLOWED. WITHDRAWALS MADE AFTER SEVENTY-TWO (72) HOURS OF THE BID OPENING TIME AND DATE MAY BE ASSESSED A PENALTY. THE PENALTY MAY BE THE DIFFERENCE BETWEEN THE LOWEST RESPONSIVE SUCCESSFUL BIDDER, AND THE NEXT RESPONSIVE SUCCESSFUL BIDDER, MULTIPLIED BY THE ANTICIPATED CONTRACT</p> |  |                   |            |

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USAGE FOR THAT EQUIPMENT.

SPECIAL CONDITIONS

SCOPE: THE PURPOSE OF THIS BID PROPOSAL IS TO ESTABLISH A NON EXCLUSIVE CONTRACT TO PURCHASE INDUSTRIAL EQUIPMENT, PARTS, AND ACCESSORIES FOR THE STATE OF LOUISIANA AGENCIES AND/OR POLITICAL SUBDIVISIONS. THIS CONTRACT IS INTENDED TO COVER THE STATE'S NORMAL REQUIREMENTS FOR VARIOUS INDUSTRIAL EQUIPMENT, PARTS, AND ACCESSORIES LESS THAN 20,000 LBS. AND NOT EXCEEDING A VALUE OF \$84,999 COST PER UNIT FOR EQUIPMENT LISTED BELOW:

COMPACT EXCAVATOR

ONLY THE EQUIPMENT LISTED ABOVE AND THEIR PARTS AND ACCESSORIES WILL BE COVERED UNDER THIS CONTRACT. THIS CONTRACT WILL NOT COVER ITEMS COMMONLY IDENTIFIED AS LAWN CARE/GOLF AND TURF, AGRICULTURE EQUIPMENT UTILITY ATV VEHICLES OF ANY TYPE.

DEFINITIONS: FOR THE PURPOSE OF CLARIFICATION IN THIS BID PROPOSAL, STATE AGENCIES SHALL BE DEFINED AS ALL DEPARTMENTS, DIVISIONS, OFFICES, UNIVERSITIES, VO-TECH SCHOOLS, BOARDS, COMMISSIONS, ETC. POLITICAL SUBDIVISIONS ARE DEFINED AS ALL LOCAL AND REGIONAL GOVERNMENTAL AND TAX SUPPORTED ORGANIZATIONS WHICH OPERATE INDEPENDENTLY OF THE STATE, SUCH AS POLICE JURIES, CITIES, TOWNS, COUNCILS, HOSPITALS, ETC.

NON-EXCLUSIVE: THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

DURATION OF CONTRACT: THE STATE OF LOUISIANA INTENDS TO AWARD ALL LINES FOR AN INITIAL PERIOD, NOT TO EXCEED TWELVE (12) MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME DISCOUNT, TERMS, AND CONDITIONS AS IN THE ORIGINAL BID. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

CONTRACTUAL PERIOD: CONTRACT SHALL BE EFFECTIVE FOR A TWELVE MONTH PERIOD BEGINNING DATE OF AWARD. VENDOR SHALL DELIVER TO THE STATE ALL EQUIPMENT FOR ORDERS WHICH ARE PLACED THROUGH CONTRACT PERIOD.

PRICE LISTS: IF NOT PREVIOUSLY RECEIVED, EACH BIDDER IS TO SUBMIT WITH THE BID, A COMPLETE SET OF CURRENT MANUFACTURER'S PUBLISHED PRICE LIST WHICH COVERS ALL EQUIPMENT, PARTS, AND ACCESSORIES COMMONLY TERMED INDUSTRIAL EQUIPMENT. IF ONLY ONE LINE OR TYPE OF EQUIPMENT IS BID FROM ONE MANUFACTURER'S LINE, THE PART NUMBERS FOR THE ITEM(S) MUST BE FOUND IN THE MANUFACTURER'S PRICE LIST. THE PRICE LIST IS TO REFLECT ONLY LIST PRICES. ALTERED, OR UNPUBLISHED PRICE LISTS MAY SUBJECT YOUR BID TO REJECTION. THE SUCCESSFUL CONTRACTOR SHALL

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| <p>FURNISH PRICE LISTS, CATALOGS, AND DESCRIPTIVE LITERATURE TO ANY USING AGENCY UPON REQUEST OF THE AGENCY, IN A TIMELY MANNER, AT NO COST TO THE AGENCY.</p> <p>PRICE LIST CHANGES: ANY PRICE LIST CHANGES MUST BE APPROVED BY THE OFFICE OF STATE PURCHASING. PRICE LIST CHANGES WILL BE CONSIDERED ONCE IN EACH CONTRACT PERIOD BEGINNING IN INITIAL AWARD PERIOD. THE ORIGINAL PRICE LIST DISCOUNT AWARDED SHALL REMAIN CONSTANT THROUGHOUT THE DURATION OF THE CONTRACT AND RENEWALS. DEEPER DISCOUNTS WILL BE ACCEPTED.</p> <p>SALES REPORTS: THE CONTRACTOR AGREES TO PROVIDE SALES REPORTS (EACH ANNIVERSARY) TO THE STATE IN THE EXECUTION AND MANAGEMENT OF THIS CONTRACT. THE REPORT MUST CONTAIN THE FOLLOWING: REPORTING TIME PERIOD, CONTRACT NUMBER, CONTRACTOR NAME, ITEM DESCRIPTION, QUANTITY OF EACH ITEM SOLD, THE DOLLAR VALUE OF THE ITEMS SOLD, AND THE NAME OF THE PURCHASING ENTITY. THE REPORT IS TO BE SORTED ALPHABETICALLY BY THE PURCHASING ENTITY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COLLECT SALES DATA FROM THEIR DEALERS/DISTRIBUTORS FOR THIS REPORT. REQUESTED REPORTS WILL BE DUE WITHIN FIFTEEN (15) WORKING DAYS AFTER THE END OF THE REPORTING PERIOD. FAILURE OF THE CONTRACTOR TO COMPLY WITH THIS REQUIREMENT MAY SUBJECT THE CONTRACTOR TO REMOVAL FROM THE CONTRACT.</p> <p>CONTRACT VALUE: SINCE THIS IS A NEWLY DEVELOPED CONTRACT, THE VALUE OF THIS CONTRACT IS UNKNOWN.</p> <p>MINIMUM ORDER: THE MINIMUM ORDER, QUALIFYING FOR PREPAID TRANSPORTATION, IS ONE (1) UNIT (APPARATUS, ATTACHMENT, OR PART) EXCEEDING \$99.99.</p> <p>TRANSPORTATION CHARGES: ALL GOODS SHALL BE DELIVERED F.O.B. DESTINATION FOR ALL ORDERS EQUAL TO, OR GREATER THAN THE MINIMUM ORDER, WHEN SHIPPED TO A SINGLE DESTINATION. TRANSPORTATION CHARGES LEVIED BY THE CONTRACTOR FOR ORDERS EQUAL TO, OR GREATER THAN THE MINIMUM ORDER, WHEN SHIPPED TO A SINGLE DESTINATION, MAY BE CAUSE FOR REMOVAL OF THE CONTRACTOR FROM THE CONTRACT. IN INSTANCES WHERE CONTRACTOR MAKES PARTIAL SHIPMENTS OF AN ORDER TO ONE DESTINATION WHICH IS EQUAL TO, OR GREATER THAN THE MINIMUM ORDER, ALL SHIPMENTS OF THE ORDER SHALL BE SENT F.O.B. DESTINATION WITH NO ADDITIONAL TRANSPORTATION CHARGES.</p> <p>WARRANTY: UNLESS SPECIFIED ELSEWHERE FOR SPECIAL COMPONENT, EQUIPMENT PROCURED UNDER THESE SPECIFICATIONS SHALL BE FULLY WARRANTED AGAINST DEFECTIVE MATERIALS OR WORKMANSHIP BY THE MANUFACTURER FOR A PERIOD OF NOT LESS THAN TWELVE (12) MONTHS OR 1500 HOURS OF USE (WHICHEVER COMES FIRST) FROM DATE OF DELIVERY AND ACCEPTANCE. HOWEVER, IF ADDITIONAL WARRANTY COVERAGE ON THE WHOLE OR ANY COMPONENTS OF THE EQUIPMENT, IN THE FORM OF TIME AND/OR HOURS INCLUDING ANY PRO RATA ARRANGEMENTS, IS NORMALLY EXTENDED TO COMMERCIAL CUSTOMERS, THE STATE SHALL RECEIVE CORRESPONDING WARRANTY BENEFITS. BIDDER SHOULD FURNISH THIS INFORMATION WITH THE BID PROPOSAL. ALL EQUIPMENT DELIVERED SHALL MEET OR EXCEED THE MANUFACTURER'S PUBLISHED SPECIFICATIONS.</p> <p>EXTENDED WARRANTIES WILL ONLY BE INCLUDED AS PART OF THIS CONTRACT IF A FIRM PERCENT AND/OR PRICE IS LISTED IN THE MANUFACTURER'S CURRENT</p> |  |                   |            |

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*PUBLISHED PRICE LIST.*

*THE CONTRACTOR AGREES TO REPLACE FREE OF CHARGE ALL DEFECTIVE PARTS DELIVERED UNDER THIS CONTRACT. ALL TRANSPORTATION CHARGES COVERING THE RETURN AND THE REPLACEMENT OF DEFECTIVE PARTS SHALL BE PAID BY THE CONTRACTOR.*

*MATERIALS: MATERIALS USED SHALL BE NEW AND THAT QUALITY CONFORMING TO CURRENT ENGINEERING AND MANUFACTURING PRACTICES. MATERIALS SHALL BE FREE OF DEFECTS AND SHALL BE SUITABLE FOR THE INTENDED SERVICE.*

*MANUFACTURER'S STANDARD COLORS WILL BE ACCEPTABLE.*

*SERVICE AND REPAIR: THE STATE OF LOUISIANA SHALL EXPECT THE MANUFACTURER TO HAVE ADEQUATE STOCKS OF REPLACEMENT PARTS AVAILABLE TO SERVICE STATE PURCHASED EQUIPMENT AND TO MAKE DELIVERY WITHIN A REASONABLE TIME OF ALL NORMAL REPLACEMENT PARTS TO THEIR DEALERS WHO MAY SERVICE STATE PURCHASED EQUIPMENT. THE STATE FURTHER EXPECTS THAT WARRANTY SERVICE AND REPAIRS AS WELL AS NON-WARRANTY SERVICE AND REPAIRS WILL BE HANDLED WITHOUT PREJUDICE BY LOCAL DEALERS THROUGHOUT THE STATE OF LOUISIANA.*

*RESPONSIBILITY FOR INSPECTION: UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OR PURCHASE ORDER, THE SUPPLIER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION AND TEST REQUIREMENTS NECESSARY TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THIS AND THE APPLICABLE DETAILED SPECIFICATIONS. THIS ACTION DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTING BY THE STATE OF LOUISIANA TO FURTHER DETERMINE CONFORMANCE WITH THE SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES.*

*PRE-DELIVERY SERVICING AND ADJUSTMENT: THE VENDOR SHALL NOT ATTACH ANY VENDOR IDENTIFICATION, ADVERTISING, OR SIMILAR MATERIAL TO THE EQUIPMENT. THE EQUIPMENT SHALL BE CLEAN AND FREE FROM DEFECTS WHEN DELIVERED. PRIOR TO ACCEPTANCE BY THE STATE, THE VENDOR SHALL SERVICE AND ADJUST THE EQUIPMENT FOR OPERATIONAL USE, TO INCLUDE AS A MINIMUM, THE FOLLOWING:*

- 1. FOCUSING OF ANY LIGHTS.*
- 2. TUNING OF ENGINE.*
- 3. ADJUSTMENT OF ACCESSORIES.*
- 4. CHECKING OF ELECTRICAL, BRAKING, AND SUSPENSION SYSTEMS.*
- 5. CHARGING OF BATTERY(S).*
- 6. INFLATION OF TIRES.*
- 7. COMPLETE LUBRICATION OF ENGINE, CHASSIS, AND OPERATING MECHANISMS, WITH RECOMMENDED GRADES OF LUBRICANTS FOR THE AMBIENT AIR TEMPERATURE AT THE POINT OF DELIVERY.*
- 8. SERVICING OF ANY COOLING SYSTEM WITH PERMANENT TYPE ANTIFREEZE AND SUMMER COOLANT FOR MINUS 20 DEGREES FAHRENHEIT PROTECTION.*
- 9. CHECK ALL BELTS AND BLADES ON MOWERS FOR CORRECT TIGHTNESS.*

| PRICE SHEET  |  | INVITATION TO BID |      |            |                |
|--|--|-------------------|------|------------|----------------|
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| LINE NO.   | COMMODITY/SERVICE DESCRIPTION  | QUANTITY FROM/TO  | UNIT | UNIT PRICE | EXTENDED TOTAL |
|  | UNLESS SPECIFIED ELSEWHERE SHIP TO:<br>STATEWIDE DELIVERY  |                   |      |            |                |
| 00001  | COMMODITY CODE: 760-90-119685<br><br>EXCAVATOR, COMPACT, HITACHI BRAND NAME<br>EQUIPMENT AND ACCESSORIES. MODELS<br>ZX17U-2, ZX27U-2, ZX27U-3, ZX35U-2,<br>ZX35U-3, ZX50U-2, ZX50U-3 AND ZX60USB-3<br>ONLY. DISCOUNT OFFERED OFF MANUFACTURERS<br>CURRENT PUBLISHED PRICE LIST DATED<br>DECEMBER 1, 2009.<br>UNIT MUST WEIGH LESS THAN 20,000 LBS.<br>UNIT COST NOT TO EXCEED \$84,999<br><br>STATE DELIVERY TIME (DAYS) _____<br><br>SPECIFY BRAND (& NUMBER IF<br>APPLICABLE)<br>_____ | 1                 | DISC |            |                |
| 00002  | COMMODITY CODE: 760-90-119685<br><br>EXCAVATOR ATTACHMENTS, HITACHI BRAND<br>NAME EQUIPMENT. MODELS ZX17U-2, ZX27U-2,<br>ZX27U-3, ZX35U-2, ZX35U-3, ZX50U-2,<br>ZX50U-3, AND ZX60USB-3 ONLY.<br>DISCOUNT OFFERED OFF MANUFACTURER'S<br>CURRENT PUBLISHED PRICE LIST DATED<br>DECEMBER 1, 2009.<br>UNIT MUST WEIGH LESS THAN 20,000 LBS.<br>UNIT COST NOT TO EXCEED \$84,999<br><br>STATE DELIVERY TIME (DAYS) _____<br><br>SPECIFY BRAND (& NUMBER IF<br>APPLICABLE)<br>_____            | 1                 | DISC |            |                |
| 00003  | COMMODITY CODE: 760-90-119685<br><br>EXCAVATOR PARTS, HITACHI BRAND NAME   | 1                 | DISC |            |                |

| PRICE SHEET  |   | INVITATION TO BID |      |            |                |
|--|---|-------------------|------|------------|----------------|
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| LINE NO.   | COMMODITY/SERVICE DESCRIPTION   | QUANTITY FROM/TO  | UNIT | UNIT PRICE | EXTENDED TOTAL |
|  | MODELS ZX17U-2, ZX27U-2, ZX27U-3, ZX35U-2, ZX35U-3, ZX50U-2, ZX50U-3 AND ZX60USB-3 ONLY. DISCOUNT OFFERED OFF MANUFACTURER'S CURRENT PUBLISHED PRICE LIST DATED DECEMBER 1, 2009.<br><br>STATE DELIVERY TIME (DAYS) _____<br><br>SPECIFY BRAND (& NUMBER IF APPLICABLE)<br>_____  |                   |      |            |                |
| 00004  | COMMODITY CODE: 863-05-119901<br><br>SERVICE TIRES<br>DISPOSAL FEE<br>A TIRE WEIGHING LESS THAN ONE-HUNDRED POUNDS AND NORMALLY USED ON AUTOMOBILES, PICKUP TRUCKS, SPORT UTILITY VEHICLES, FRONT STEER TRACTORS, AND FARM IMPLEMENT SERVICE VEHICLES.<br>PER DEQ EMERGENCY RULE SW039E<br><br>SPECIFY BRAND (& NUMBER IF APPLICABLE)<br>_____  | 1                 | EACH | _____      | _____          |
| 00005  | COMMODITY CODE: 863-05-119901<br><br>MEDIUM TRUCK TIRES<br>DISPOSAL FEE<br>TIRES WEIGHING ONE-HUNDRED POUNDS OR MORE AND NORMALLY USED ON SEMI-TRAILERS, TRUCK-TRACTORS, SEMI-TRAILER COMBINATIONS, OR OTHER LIKE VEHICLES USED PRIMARILY TO COMMERCIALLY TRANSPORT PERSONS OR PROPERTY ON THE ROADS OF THIS STATE OR ANY OTHER VEHICLE REGULARLY USED ON THE ROADS OF THIS STATE.<br>PER DEQ EMERGENCY RULE SW039E<br><br>SPECIFY BRAND (& NUMBER IF APPLICABLE) | 1                 | EACH | _____      | _____          |

|  |  |                   |      |            |                |
|--|--|-------------------|------|------------|----------------|
| PRICE SHEET  |  | INVITATION TO BID |      |            |                |
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| LINE NO.   | COMMODITY/SERVICE DESCRIPTION  | QUANTITY FROM/TO  | UNIT | UNIT PRICE | EXTENDED TOTAL |
| 00006  | <div>COMMODITY CODE: 863-05-119901</div> <div>OFF-ROAD TIRES<br/>DISPOSAL FEE<br/>A TIRE WEIGHING ONE-HUNDRED POUNDS OR MORE AND THAT IS NORMALLY USED ON OFF-ROAD VEHICLES.<br/>PER DEQ EMERGENCY RULE SW039E</div> <div>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</div> | 1                 | EACH |            |                |